

How to Use the Carpet and Flooring Products and Installation Statewide Contract

Contract #: FAC63 Contract Duration: 03/16/2010 to 03/01/13
 MMARS #: FAC63* Options to renew: No options available
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 This contract contains **Small Business Purchasing Program (SBPP), Supplier Diversity Office SDO Contractors, and Environmentally Preferable Products (EPP)**
 Last change date: 1/30/13


Contract Summary

This is a statewide contract for carpet and flooring products and installation covering nine product and service categories:

Cat #	Category Name
	Manufacturer Categories
1	Modular Carpet, Recycled Content Only
2	Modular Carpet, Reusable
3	Broadloom Carpet, Recycled Content and Other
4	Vinyl Composition and/or Plastic Flooring and Tiles, Recycled Content Only
5	Ceramic Tiles, Recycled Content Only
6	Rubber Flooring, Playground / Gym Surfaces and Matting, Recycled Content or Renewable Material Only (Indoor and Outdoor)
7	Resinous Floor Coatings
8	Other Environmentally Preferable Flooring, Including but not Limited to Bio-Based Products, Rapidly Renewable Materials and Certified-Wood
	Service Provider Category
9	Carpet & Flooring Installation and Related Services

Benefits and Cost Savings

Competitive Pricing – The Strategic Sourcing Services Team (SSST) has awarded the contract to those contractors who provided the most competitive pricing and/or discounts for the manufacturers being offered. Additional discounts are available, such as volume and or dock delivery discounts. Please reference the vendor list below for those contractors that provide these discount offers.

Selection of EPP Products & Recycling or Reuse Program for Carpet – The contract provides a variety of environmentally preferable products. Additionally, Category 9 vendors are required to recycle all worn/used carpet and new carpet scraps from any project under this contract unless they document that the carpet is in a condition that prevents recycling (such as bio-contamination or other health hazards). Contractors that offer EPP equipment are identified in the Vendor list with the EPP  symbol.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

How to Use the Contract

Process for Ordering

- Customers are responsible for contacting the contractors of their choice to obtain quotes, to set up their own accounts and/or place orders. Users are encouraged to “shop around” among the contractors or issue requests for quote within the desired category to find the best pricing and product available.
- In order to ensure that you receive all the benefits and savings associated with the statewide contract, please always reference the statewide contract and the document number (FAC63) when opening an account and placing an order with a Contractor.
- Quote and ordering options include:
 - a. **Material only** - when the Eligible Entity intends to stock carpet/flooring for one or more projects and then use its own staff or hire a Service Provider for installation (**order size may be limited, see “Compliance with Construction Law” below**).

In this case, the Eligible Entity is responsible for room measurements, order estimation, placing and accepting the order, allowing sufficient time for the Contractor’s manufacturing, fulfillment and transportation to ensure delivery prior to commencing installation, and product storage prior to installation. The Eligible Entity is responsible for any costs associated with product returns and additional orders, except in cases where incorrect or poor-quality product was delivered.

The Contractor is responsible for informing the Eligible Entity about the manufacturing, fulfillment and delivery time frames, and any return charges and restocking fees associated with the order.

Note that some manufacturers do allow direct ordering (see the Vendor List and Contact Information section at the end of this document for the list of available Manufacturers). Eligible Entities may also contact Service Providers and purchase overstock and remnant material if it complies with desired material specifications.

- b. **Installation only (limit \$10,000 per project)** - when the Eligible Entity is looking for one or more Service Providers to install the product that was ordered separately or is being stocked by the Eligible Entity.

In this case, the Service Provider at no additional charge to the Eligible Entity must measure the space and provide a job quote based on a markup over the Prevailing Wage Rates (see “Category 9 Prevailing Wage Markups” posted under the “Forms & Terms” tab of this contract on Comm-PASS). Prevailing Wage Rates are to be supplied to the Contractor by the Eligible Entity (see the Prevailing Wage Requirement section below).

The Eligible Entity is responsible for making sure that it has ordered and/or stocks enough carpet/flooring material for the project. The Service Provider must consult the Eligible Entity regarding the carpet/flooring being installed and provide all the supplies (e.g. adhesives, sealants, etc.), equipment and labor necessary to complete the installation project.

IMPORTANT: Service Providers for carpet products must recycle their customer’s used/worn carpet in accordance with the process in place for the manufacturer they are representing with the new purchase. This service must be included in each quote for carpet installation.

- c. **Material + installation (limit \$10,000 per project)** - when the Eligible Entity seeks a turn-key service from room measurement and carpet ordering to installation to be provided by a Service Provider.

In this case, the Service Provider at no additional charge to the Eligible Entity must measure the space, assist the Eligible Entity in the selection of carpet/flooring material, and provide a job quote that includes both:

- Material pricing from one of the contract Manufacturers, marked up by no more than 1%, and
- Installation pricing based on a markup over the Prevailing Wage Rates (see “Category 9 Prevailing Wage Markups” posted under the “Forms & Terms” tab of this contract on Comm-PASS. Prevailing Wage Rates are to be supplied to the Contractor by the Eligible Entity (see the Prevailing Wage Requirement section below).

The Service Provider must accept delivery of carpet/flooring for the project from the Manufacturer, store the material and deliver it to the Eligible Entity for installation, provide basic floor preparation prior to installation, and provide all the supplies (e.g. adhesives, sealants, etc.), equipment and labor necessary to complete the installation project.

IMPORTANT: Service Providers for carpet products must recycle their customer's used/worn carpet in accordance with the process in place for the manufacturer they are representing with the new purchase. This service must be included in each quote for carpet installation.

- Additional pricing provisions include:
 - **No surcharges.** No transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s).
 - **No pre-payments.** Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

Negotiation

Eligible Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract.

Compliance with Construction Law

Some purchases of materials, and **all** purchases of installation services, under this contract fall under the requirements of statutes governing building and public works construction (MGL Chapter 149, and Chapter 30 Section 39M respectively). The following table explains how those statutes apply to the contract, based on the ordering option and project type:

Ordering Option	Order / Project Size Limit Under the Contract	Applicable Procurement Law for Projects Above Order / Project Limit
Material only for: <ul style="list-style-type: none"> • One or more installation projects using the <u>Eligible Entity's own staff</u>, OR • Multiple projects using hired installation labor, where <u>any Contractor can perform installation</u> (i.e. no "manufacturer certified installer" required). 	No limit	N/A
Material only in all other situations	\$10,000	MGL Chapter 30 Section 39M*
Installation only	\$10,000	MGL Chapter 149, or Chapter 30 Section 39M*

Material + Installation	\$10,000	MGL Chapter 149, or Chapter 30 Section 39M*
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* Eligible Entities are advised to consult the Inspector General's Office for guidance on the application of the construction statutes referenced above.

For projects including installation ("installation only" and "material + installation"), if the Eligible Entity intends to install carpeting/flooring in multiple spaces or buildings, the following guidance will apply:

- If the work in all the spaces/buildings is going to be performed at the same time and potentially by the same Contractor, it should be considered one project. As indicated in the table above, such a project may be procured under this contract only if its total estimated value is under \$10,000.
- If the work is going to be performed in phases and/or by multiple Contractors, Eligible Entities may consider each phase / portion of the total scope of work to be a separate project. In that case, all phases with estimated value under \$10,000 may be procured under FAC63 and an appropriate construction statute should be followed for phases over \$10,000.

Delivery

- All material pricing from the Manufacturer is F.O.B. destination. Carpet/flooring must be delivered to the customer at a time agreed upon by both parties. If the Service Provider accepts delivery prior to the installation project, the Service Provider is responsible for paying the Manufacturer for the material and passing the charges on to the Eligible Entity with a markup not to exceed 1%.
- Service Providers are required to stock a limited selection of carpet/flooring to be available for a fast-track (within two to three weeks after receipt of order) delivery and installation. Eligible Entities must contact Service Providers for material availability and pricing.
- Service Providers are required to make every attempt to adhere to the scheduling constraints of certain departments (e.g. educational institutions) and ensure that the delivery occurs within the time frame requested by those departments.

Installation

- Service Providers must provide quotes at no cost to eligible entities. Carpet/flooring must be installed according to the Manufacturer's instructions and within the guidelines established by the Carpet and Rug Institute (CRI) and adopted by the Environmental Protection Agency (EPA). (See the CRI website <http://www.carpet-rug.com/index.cfm#> for details).
- For "material + installation" projects, Service Providers must verify the area measurements and square yardage prior to delivery and provide project drawings

showing dimensions of carpeted areas, layout and pattern direction to the customer when requested. Playground/gym surfaces are exempt from the project drawing requirement.

- Service Providers must professionally prepare the surface and install the product at a time agreed upon by the Eligible Entity.
- If requested by the Eligible Entity, surface preparation must also be satisfactory for the installation of flat branch cable circuit and communication/data wiring.
- Service Providers are not responsible for surface replacement under this contract. If major repair/replacement of flooring is necessary, the Service Provider will notify the Eligible Entity. The Eligible Entity and/or their subcontractor will then be responsible.
- During and after the installation process, the Service Provider will be required to protect any office furniture or furnishings from damage, thoroughly clean all scraps and debris from the premises when complete, and store remaining useable scraps on site at an agreed upon location.
- Travel charges may be negotiated between Service Providers and the Eligible Entity and all quotes and invoices must be itemized with travel charges clearly stated.

Prevailing Wage Rate Requirement

All or part of the service(s) available under this RFR and resulting contracts may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The awarding authority has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at www.mass.gov/dols. If this is a statewide contract or department contract that can be used by other eligible public entities, then any such eligible public entity that uses the contract will be considered the “awarding authority” and must also request a prevailing wage schedule at the time of the engagement of the contractor for specific services. In addition, bidders and proposers must agree to comply with the Prevailing Wage Law, as administered by the DLS. Questions regarding the Prevailing Wage Law may be answered by accessing the [DLS website](#) or by calling the DLS Prevailing Wage Program at (617) 626-6953.

Recycling of Used/Worn Carpet

Service Providers must recycle all worn/used carpet and new carpet scraps from any project under this contract unless they document that the carpet is in such condition that recycling is not feasible (such as bio-contamination or other health hazards).

Product Warranty

- All carpet products are warranted to cover edge ravel, delamination, zippering and wear (against more than 10% loss of pile fiber) under normal use conditions for a minimum of ten years.
- All modular carpet tile products are warranted against cupping, dishing, or doming for a period of no less than two (2) years from the date of purchase.

- Service Providers must replace and/or repair carpet and other flooring for a period of one (1) year following acceptance of carpet/flooring installation if any defects attributed to defective or improper installation techniques appear during that period.
- Carpet and other flooring product warranties are the sole responsibility of the manufacturer.

Performance and payment time frames which exceed Contract duration

All agreements for supplying products and/or related services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). All such agreements shall be subject to the terms and conditions of this contract. No written agreement shall extend more than one (1) years beyond the final termination date of this Statewide Contract. No agreements for products or services may be executed after the Contract has expired.

Pricing

Product Pricing

- **Manufacturers.** Pricing for the manufacturer's "top ten" product lines is provided under the "Vendor(s)" tab of the contract on Comm-PASS, but Eligible Entities may purchase any flooring product offered by the Manufacturers in their awarded categories, as long as those products meet the specifications of the contract. All prices shown on price sheets are F.O.B destination. In most cases, this price is based on the number of square yards (with high volume discounts on selected items only).
- **Service Providers.** Service costs (installation, recycling, removal, repair) are calculated by applying the Service Provider's markup to the Prevailing Wage Rates provided to the Service Provider by the Eligible Entity. Markups for all Service Providers are listed in the "Category 9 Prevailing Wage Markups" document posted under the "Forms & Terms" tab of this contract on Comm-PASS.

Contract Regions

Category 9 vendors have designated the regions in which they will provide service under the statewide contract. Please refer to the Vendors price file on compass for the list of regions serviced. The list of regions is available under the "Forms & Terms" tab of Comm-PASS (www.comm-pass.com).

Vendor List and Contact information

Manufacturers

Vendor Name	Vendor Contact	Categories	E-mail	Phone
Armstrong World Industries, Inc.*	Joshua Cucinotta	Manufacturer (Cat 8)	jacucinotta@armstrong.com	508-339-1937
Creative Material Technologies	John Becker	Manufacturer (Cat 7)	info@creativematerial.com	413-284-0000
Interface Americas, Inc.	Sharon Johnson	Manufacturer (Cat 1)	sharon.johnson@interfaceflor.com	706-812-6356
J&J / Invision	Brian Bishop	Manufacturer (Cat 1, 3)	brian.bishop@jj-invision.com	617-365-5949
Mannington Commercial, a business unit of Mannington Mills, Inc.*	Chris Twombly	Manufacturer (Cat 1, 3, 4, 8)	chris_twombly@mannington.com	207-636-8177
Milliken & Company*	Robert Roy	Manufacturer (Cat 1, 3)	rob.roy@milliken.com	207-232-0070
Mohawk Carpet Distribution LP	Christopher Easler	Manufacturer (Cat 1, 3, 4, 6)	chris_easler@mohawkind.com	603-664-9265
nora systems, Inc.	Gail Fasano	Manufacturer (Cat 6)	Gail.fasano@nora.com	978-689-0530x120
SelecTech, Inc	Michael King	Manufacturer (Cat 1, 4)	mking@selectechinc.com	508-583-3200x103
Shaw Industries, Inc. DBA Patcraft	Craig Polleys	Manufacturer (Cat 1, 3)	craig.polleys@patcraftdesignweave.com	781-389-2853
Shaw Industries, Inc. dba Shaw Contract Group*	Scott Lang	Manufacturer (Cat 1, 3, 8)	scott.lang@shawinc.com	508-269-3388
Tandus US LLC	John McNulty	Manufacturer (Cat 1, 3)	jmcnulty@tandus.com	617-293-7131

* These manufacturers do not sell direct. Their products may only be ordered through a service provider.

Service Providers

Vendor Name	Vendor Contact	Categories	E-mail	Phone
Atkinson Carpet Installation Co., Inc.	Fritz or Andrea Hoehn	Service Provider (Cat 9)	andrea@atkinsoncarpet.com	978-374-8333
Capital Carpet & Flooring Spec. Inc.	Arthur Resende	Service Provider (Cat 9)	artr@capitalcarpetonline.com	781-935-9430
Dimauro Carpet and Tile, Inc.	Vincent Dimauro	Service Provider (Cat 9)	dimaurocarpet.tile@verizon.net	413-525-1991
James P. Campbell d/b/a/ CARPET WAREHOUSE	James Campbell	Service Provider (Cat 9)	j.soupbrma@verizon.net	508-697-4141
Monument Flooring	Charlie Rizzo	Service Provider (Cat 9)	charlie@monumentflooring.com	603-997-2093
New Bedford Floor Covering Sales Company, Inc. (MBE)	Cecil Lopes	Service Provider (Cat 9)	clopes7465@aol.com	508-996-0103
North Shore Decorators	Bob Watts	Service Provider (Cat 9)	bob@nsfsystems.com	978-887-3344
Nova Sheen Flooring (MBE)	Don Straughter	Service Provider (Cat 9)	NOVASHEEN@AOL.COM	617-442-0488
Pavilion Floors	Frank Albanese	Service Provider (Cat 9)	falbanese@PAVILIONFLOORS.COM	781-305-5403
Rayben Enterprises, Inc.	Raymond Walker	Service Provider (Cat 9)	admin@raybenenterprises.com	518-426-7643x7
State Contract Carpet Co. LLC	George Hage	Service Provider (Cat 9)	georgehage@gpcarpet.com	585-637-2828

Strategic Sourcing Services Team Members

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Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the Comm-PASS (www.comm-pass.com) website, click on "Contracts" then search by document number FAC71 to locate the following contract information:

Contract User Guide

List of Contract Regions

Category 9 Prevailing Wage Markups

Contractors Award Information and pricing "Vendor" tab – bottom of vendor detail page

"Forms & Terms" Tab

"Forms & Terms" Tab

"Forms & Terms" Tab